



Framework:
Supplier:
Company Number:

Collaborative Delivery Framework
Ove Arup & Partners Ltd

Geographical Area:
Project Name:
Project Number:

Midlands
Worcestershire Catchment Project Scoping
ENV0002811C

Contract Type:
Option:

Professional Service Contract
Option E

Contract Number:

project_30093

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name Worcestershire Catchment Project Scoping

Project Number ENV0002811C

This contract is made on 13 July 2020
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference

Part One - Data provided by the *Client*
Statements given in
all Contracts

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main
Option

Option E

Option for resolving and avoiding disputes

W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of liability

X20: Key Performance Indicators

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Z: Additional conditions of contract

The *service* is

Undertake a scoping exercise for the projects named in the Worcestershire catchment.

The *Client* is

Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is
Address for communications

Address for electronic communications

The Scope is in
Worcestershire_Catchment_Scope v1 dated 30 June 2020

The *partner contract* is
N/A

The *language of the contract* is English

The *law of the contract* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is 2 weeks

The *period for retention* is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are

	key date
conditions to be met	
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'

The Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than 4 weeks

3 Time

The starting date is 13 July 2020

The Client provides access to the following persons, places and things

	access date
--	-------------

The Consultant submits revised programmes at intervals no longer than 4 weeks

The completion date for the whole of the service is 31 July 2020

The period after the Contract Date within which the Consultant is to submit a first programme for acceptance is 4 weeks

4 Quality management

The period after the Contract Date within which the Consultant is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the service and the defects date is 26 weeks

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The expenses stated by the Client are as stated in Schedule 9

The interest rate is	2.00%	per annum (not less than 2) above the
Base	rate of the	Bank of England

The locations for which the Consultant provides a charge for the cost of support people and office overhead are All UK Offices

6 Compensation events

These are additional compensation events

- | | |
|----|--|
| 1. | Managing and mitigating the impact of Covid 19 and working in accordance |
| 2. | 'not used' |
| 3. | 'not used' |
| 4. | 'not used' |
| 5. | 'not used' |

8 Liabilities and insurance

These are additional Client's liabilities

- | | |
|----|------------|
| 1. | 'not used' |
| 2. | 'not used' |
| 3. | 'not used' |

The minimum amount of cover and the periods for which the Consultant maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5,000,000 in respect of each claim, without limit to the number of claims	12 years after Completion
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	£15,000,000 in respect of each claim, without limit to the number of claims	12 years after Completion
Death of or bodily injury to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to	£5,000,000	

Resolving and avoiding disputes

The <i>tribunal</i> is litigation in the courts		
The <i>Adjudicator</i> is		'to be confirmed'
Address for communications		'to be confirmed'
Address for electronic communications		'to be confirmed'
The <i>Adjudicator nominating body</i> is		The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.
Delete the text of clause 60.1(12) and replaced by:
The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

Add the following in second bullet of 11.2 (18) add:
(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans
- Reorganisation of the *Consultant's* project team
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors
- Production or preparation of self-promotional material
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance
- Costs associated with rectifications that are due to *Consultant* error or omission
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant's* involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

Z23 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z24 Requirement for Invoice

Add the following sentence to the end of clause 51.1:
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.
Delete existing clause 51.2 and replace with:
51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z25 Risks and insurance

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X9: Transfer of rights

OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

OPTION X11: Termination by the *Client*

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

£1,000,000

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

£5,000,000

The *end of liability date is* 6 years after the Completion of the whole of the *service*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties Act) 1999

term beneficiary

Part Two - Data provided by the Consultant

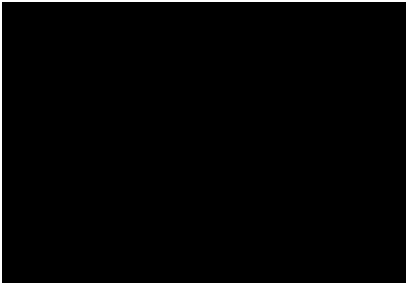
Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Consultant is
Name

Ove Arup & Partners Ltd

Address for communications



Address for electronic communication

The fee percentage is

Option E

Redacted fee percentage

The key persons are

Name (1) [Redacted]
Job [Redacted]
Responsibilities CBG Project Manager
Qualifications CEng MIMechE CMILT ACGI
Experience 12 years

Name (2) [Redacted]
Job [Redacted]
Responsibilities West Midlands Lead
Qualifications Ceng MICE
Experience 17yrs

Name (3) [Redacted]
Job [Redacted]
Responsibilities Framework Director
Qualifications
Experience

Name (4)
Job
Responsibilities
Qualifications
Experience

Name (5)
Job
Responsibilities
Qualifications
Experience

Name (6)
Job
Responsibilities
Qualifications
Experience

Name (7)
Job
Responsibilities

Qualifications
Experience

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
Address for electronic communications
[redacted]

Name (2)
Address for communications

Address for electronic communications

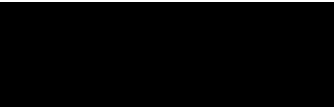
X10: Information Modelling

The *information execution plan* identified
in the Contract Data is
BIM Plan to be delivered within 2 weeks of start of contract

Contract Execution

Client execution

Signed under hand by _____ for and on behalf of the Environment Agency

	
Signature	Role

Consultant execution

Consultant execution

Signed under hand by  for and on behalf of Ove Arup & Partners Ltd

	
Signature	Role

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	Worcestershire Catchment Project Scoping Contract
SOP reference	ENV0002811C
Contract reference	project_30093
Date	30 June 2020
Version number	V1
Author	

Revision history

Revision date	Summary of changes	Version number
17.06.2020	First issue	V1

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The services are to be compliant with the version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	8	08/01/2018

1 Overview

1.1 Objectives of the services

Objective

This project aims to enable initial investigatory works to be undertaken in development of the pipeline programme.

It is anticipated that this initial scope will take 6-8 weeks of work and result in a more detailed scoping exercise being undertaken for both identified individual projects and catchment-based assessments of work required to support development of the wider programme.

The initial Worcestershire Grouping of projects is as follows:

- Worcestershire Property Level Protection, River Severn
- Diglis, Worcs Property Level Protection, River Severn
- Barbourne Brook FAS
- River Teme, Tenbury Wells Community Flood Alleviation Scheme
- River Severn (Worcester) Integrated Drainage Strategy
- Bromsgrove Tributaries, Spadesbourne and Battlefield Brook, Bromsgrove.
- Duck Brook FAS
- Evesham FAS
- Himbleton FAS

Outcome Specification

The *Consultant* is required to provide advice and support in the following areas:

Key outputs from this initial phase to include but not limited to are detailed below, but will consist of:

- Co-ordination and facilitation of catchment-based workshop as necessary
- Development of catchment-based maps.
- Risk & opportunity mapping and benefits mapping
- Review of existing catchment data to enable completion of previous studies tables for each project.
- Development of robust sub-programme for next phase of more detailed assessment.
- Scoping of the next phase of works

A series of discipline leads from across the supply chain and EA business will be involved to enable a catchment-based approach to be adopted; maximizing opportunities, identifying synergies delivering sustainable solutions and recognising efficiencies.

Tasks to be covered in the first 6-8 weeks

Initial tasks will seek to build robust sub-programmes for the catchment and identify gaps in both data and understanding to inform the next stage of scoping.

To inform this work, assessments undertaken by the EA during the initial development of the pipeline will be used including Initial Assessment programmes, scoping matrices, priority mapping.

It is anticipated that the *Consultant's* initial tasks will consist of the following:

Workshop 1 (in two parts)

- Introduction and overview of proposed approach
- Determination of existing studies/information available to inform projects captured in the pipeline.
- Identification of potential new projects (for consideration in future refresh)
- Identification of priority project and potential work packages.
- Overview of known partnership projects/opportunities to include biodiversity wins for net gain led by PSO, Growth team and catchment leads.

Workshop 2

- Review of high-level gap and confidence analysis of available information.
- Development of initial Catchment Group programme/action plan/next steps.
- Determination of catchment group governance, reporting routes, co-ordination across different programmes and packages of work.

- Collation of existing mapping and catchment-based maps for each catchment (e.g., ArcGIS, interactive PDF's) to visually demonstrate locations of pipeline schemes – capturing DEF, CM, RMA and EM projects where these are already known.
- **Risk and Opportunity Mapping**
 - Exercise focussing on Midlands Hub sustainability chapter of the annual plan, climate resilience, net zero carbon ambition, environmental benefits, NFM/Nature based solutions etc.
 - Look at wider environmental net gain opportunities that can bring benefits to communities such as improved recreation and amenities.

- **Develop robust sub-programme**

Develop a robust sub-programme for each catchment group based on four parameters.

Deliverability – informed by previous studies, local knowledge, confidence analysis and new Partnership Funding Calculator that identifies greater opportunities.

Opportunity – informed by local research on strategy and partnership report produced as part of the Initial Assessment Programme and Partnership discussions held by the EA.

Local prioritisation - using priority scoring matrix developed by EA PSO teams.

Capture the 7 draft allocation principles for the next 6-year programme.

Identify overall resources for creation of hub wide programme of works base on catchment based sub-programme.

Scoping for next phase

Undertake scoping for the next phase of works

- **Accelerated projects** – Those projects where there is sufficient justification for moving to the next stage of the business case; requiring either an IA, SOC, OBC or FBC based on the current stage of development of the scheme.
- **Catchment Based Assessment** – Development of catchment-based plans, underpinned by technical analysis, updated surveys and development of partnership opportunities.

The *Consultant* shall ensure the options considered are compliant with all guidance including the Environment Agency current edition of the Minimum Technical Requirements and legislation and seek to minimise long-term/land management and maintenance costs.

The options will also demonstrate that the *Consultant* has learnt from best practice and demonstrate how optimum flood risk reduction, natural processes, recreation, good ecological water quality and visual amenity can be combined.

Working with the *Client* and Early Supplier Engagement (ESE) contractor, the *Consultant* shall be responsible for delivering the scope requirements.

1.2 Consultant project management

The overall management of the commission shall include for the following:

Adhering to the project stages and timing of these stages and roles and responsibilities – in particular identifying those to be responsible for quality assurances that are removed from the day to day running of the project.

Agreement and Management of change.

Risk register review, update (including *Consultant* risk budget) and implementation of resulting *Consultant* actions where required.

Attendance at Workshops as required by the scope of work. Financial and carbon updates and forecasts to meet EA deadlines together with the production of checkpoint reports, end stage reports, exception reports (as required), end project report and any other reports deemed necessary.

Attend project board and programme board meetings as required in capacity as *Consultant*.

Consultant project manager to be responsible for delivery of *services* and products in line with accepted programme.

Co-operate with the *Client* in the role of the BIM Information Manager

Handover package of project deliverables.

Consultant environmental lead to provide updates to monthly progress and risk reviews.

The environmental lead is an integrated member of the project team and also attends progress meetings, risk workshops, project board and programme board meetings as required.

Review and update the lessons learnt log and disseminate any key lessons learnt to the business.

Review and update the issues log and determine the appropriate action required to resolve.

All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to the *Client's* Data Security Policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption or deleted.

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption or deleted.

Checkpoint report, end stage report, end project report, exception reports (as required) in standard template giving progress against programme, deliverables received and expected and financial summary against programmed.

Consider the following and document how they may be addressed on this contract:

- **Public:** how to effectively engage with, and how they perceive us, the diverse public throughout projects
- **Project team:** how to create an inclusive environment for our project team
- **Framework:** identify opportunities to support diverse workforces on our projects across our organisations.

1.1 Previous studies

Consultant with support from the Client to identify previous studies for catchments/projects as part of the deliverables.

2 Services required

2.1 Definition of completion and defects

It is an absolute requirement of the contract that Completion is only certified when:

- all of the *services* have been provided and accepted by the *Client*.
- Population of the *Client's* latest version of the Project Cost Tool, or its successor.
- Transfer to the *Client's* databases of BIM data
- Completion of the relevant phase of the *Client's* carbon tool
- Clause 11.2(2) work to be done by the Completion Date.

A Defect is any *service* provided which is not in accordance with the scope or the law.

2.2 Outputs and deliverables

As part of the services the *Consultant* is to produce/provide the following outputs/deliverables. This is not an exhaustive list and other outputs may be required.

2.2.1 The key outputs/deliverable are outlined in section 1 but are as follows:

Co-ordination and facilitation of catchment-based workshops
Development of catchment-based maps.
Risk & opportunity mapping and benefits mapping
Review of existing catchment data to enable completion of previous studies tables for each project.
Development of robust sub-programme for next phase of more detailed assessment.
Scoping of the next phase of works

The *Consultant* shall assist with high level costs for resource purposes and review buildability which will be led by the Early Supplier Engagement (ESE) Contractor.
The *Consultant* shall discuss proposals with the *Client* including the Field Service and Area Teams.

2.3. Site Investigation

2.3.1 Ground Investigation

Omitted

2.3.2 Topographic survey

Omitted

2.3.4 Services and diversion plan

Omitted

2.3.5 Ecological surveys

Omitted

2.3.6 Hydrology and hydraulics

Omitted

2.3.7 Landscapes and Environmental design

2.3.8 Environmental considerations

The *Consultant* will work with the *Client* and project partners to reduce flood risk to people and property through an adaptive approach that is resilient to climate change and that works with natural processes whilst:

- i. Creating a better place and maximising environmental outcomes for people and wildlife, which includes landscape character, aesthetics, recreation, education, green infrastructure, navigation and heritage;
- ii. Involving local people and organisations to assist in the process of developing the optimal solution;
- iii. Minimising by designing out where possible, and mitigating for unavoidable adverse environmental effects as a result of the scheme;
- iv. Minimising adverse impacts on economic activity, tourism, recreation and other human activity.
- v. Supporting and contributing to outcomes that meet the objectives of the Water Framework Directive (WFD) for the relevant water bodies.
- vi. Ensure catchment based maps to include appropriate levels of information on the Environment (natural, build and historic) using existing data sources such as easimap layers and working with natural processes mapping – available at <https://www.gov.uk/government/publications/working-with-natural-processes-to-reduce-flood-risk>

3 Standards to be used

3.1 Health and safety

Health and Safety is the number one priority of the *Client*. The *Consultant* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all relevant to this stage of the project.

3.2 *Client* standard documents

Designs produced must be in compliance with the *Client* Minimum Technical Requirements Contract Documents produced must be in compliance with latest *Client* standard template

Ref	Report Name	Where used

4 Constraints on how the *Consultant* provides the services

No current constraints

Optional statement should the consultant have access to the *Client's* IT systems

Mandatory security and vetting procedures for *Consultant* staff with access to the *Client's* IT systems.

If in the performance of a Contract, the *Consultant* staff members are to have access to the *Client's* IT systems, the Contract will be subject to the following mandatory security and vetting procedure. This shall only apply to all Contracts for secondment of staff where access to the *Client's* IT systems is required

Verification of identity

The *Consultant* is responsible for verifying the identity of their staff prior to commencement of employment on the Contract. This includes the verification, copying and checking of the appropriate documentation:

- Confirmation of name, date of birth and address
- National Insurance number
- Confirmation of qualification/licences
- Confirmation of permission to work in the UK (if appropriate)

This information should be checked to ensure no obvious gaps exists and a copy kept on file.

Verification of nationality and immigration status

The *Consultant* is responsible for carrying out a physical check of appropriate documentation or (by exception) through an independent check of UK Border Agency (UKBA) records to ensure the individual has the right to remain in the UK and undertake the work in question. This needs to take place prior to commencement of employment.

Verification of employment history

The *Consultant* is responsible for verifying the candidates past 3 years employment history. Any unexplained gaps are to be brought to the attention of the Project Manager prior to commencement of employment.

Verification of criminal record (unspent convictions only)

The *Consultant* is responsible for verifying unspent criminal records using Basic Criminal Record (CRB) check provided by Disclosure Scotland (DS) prior to the commencement of employment. This also applies to all agency and sub-consultant staff. Any convictions, other than minor offences, are to be brought to the attention of the Project Manager prior to commencement of employment.

In exceptional circumstances the *Client* may decide to undertake a risk assessment where delays would impact on operation of business to allow an individual to start on conditional employment contract whilst waiting for results of the check.

Individuals with evidence of valid and live CRB, Counter Terrorist Check (CTC), Security Check (SC) or Developed Vetting (DV) clearance will not be required to undertake Baseline Personnel Security Standard (BPSS) clearance again (except proof of identity).

Keeping records

The *Consultant* should keep a BPSS verification record of each individual employed on such Contracts on the personal file. A standard form is provided by the Cabinet Office. Where individuals have valid and live clearance, this should be obtained in the form of the BPSS verification record from their previous organisation. There is no requirement to renew the BPSS once it has been approved. It is the responsibility of the *Consultant* to keep records for

temporary agency and sub-consultant staff. The *Client* may audit the *Consultant's* referencing and vetting processes upon request.

5 Requirements of the programme

5.1 Programme

The following are absolute requirement for Completion to be certified:

- Transfer to the *Client* of BIM data
- Completion of the relevant phase of the *Client's* carbon tool
- Clause 11.2(2) work to be done by the Completion Date

The programme complies with the requirement of Clause 31 and also includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP).

The *Consultant* shall provide a detailed project plan in Microsoft project format meeting all requirements of Cl.31 of the *conditions of contract*. A baseline plan shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline.

The programme shall cover all the activities to be undertaken by the *Consultant* and other members of the project team. Include all major project milestones from commencement to the end of the design stage and readiness to start on site.

Include appropriate review and consultation periods for drafts, scoping reports, statutory consultation etc.

These gateways are critical in managing project expenditure, programme and scope creep and shall be well considered and managed to ensure project remains on time and cost.

The following consultation periods should be incorporated into the programme, with adequate allowance for review and revision of documents by the project team where appropriate:

- a) Submission for approval and time allowance for the *Client's* approval process.

6 Services and other things provided by the *Client*

6.1 Data and information management and intellectual property rights

All of the data listed as being supplied to the *Consultant* as part of this study remains the IP of the *Client*.

6.2 Data custodianship

The data custodian for project deliverables from this commission will be the area PSO team.

6.3 Licensing information

Licences for LiDAR Data, Ordnance Survey Mapping, Model, survey, hydrometric and historical data will be provided to the *Consultant* upon award of this commission.

6.4 Data management and metadata

The *Client* populates a metadata database called the Information Asset Register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client* project manager will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

6.5 Data security

All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to Environment Agency Data Security Policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.

Further details regarding security measures will be discussed at the start-up meeting for this commission

6.6 Timesheets

Timesheets as normally utilised by the *Consultants* shall be submitted with fee notes when requested unless otherwise agreed with the *Client* Project Manager. Electronic submissions would be acceptable.

6.7 Payment procedure

Payment is subject to the procedure agreed in the framework.

6.8 Quality

The quality management system complies with the requirements of ISO9001 and ISO14001.

6.9 Parent company guarantee

If Option X4 (Parent Company Guarantee) is used

Omitted

Appendices

Appendix 1 BIM Protocol – Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan requires verifying by the *Consultant* unless it is referenced elsewhere within the *Scope*.

www.Pow.bim4.info

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by suppliers

